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DEFENDANT'S EXHIBIT FFICSC Exh. 9(c)

Certain Insurers Tr. Ex.24

C.I. - 00432

(Continued from Preceding Page)

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in least of the declarations, or renewals or replacements thereof not adjording acverages other than those at inception of this policy, stadil be maintained in till effect during the period of this policy, rept for reduction of aggregate limits solely as a result of popular of a state of a state of the policy period, such underlying insurance is not maintained in till effect by the insured or if there is any change in the scape of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same number as though such underlying policies had deen so maintained and unchanged.

The insurance afforded by this policy is subject to the same war-

had been so maintained and unchanged.

The insurance allepted by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of indility), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any, such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

and limits of liability, and any renewal agreement.

2. Notice of Occarate. The Insured shall immediately advise the Company of any cocurrence or disaster which will probably result in liability under this policy. The Company, shall, not, haveyer, be called upon to assume charge of the settlement or delense of any claims made, or suits brought, or proceedings instituted grainst the Insured, but shall have the right and opportunity to be "associated with the insured in the delense and trial of any such glodings, suits or proceedings relative to any cocurrence which, in the opinion of the Company, may are the liability on the port of the Company under the terms of the policy, if the Company and itself of such right and opportunity, the insured and the Company slicil gooperate in all respects so as to effect a final determination of the claim or claims.

of the claim or claims.

3. Fayment of Loss, it is a condition of this policy that the insurance afforded under this policy shad apply only after all underlying insurance has been exhausted. Upon limit determination by selflement, award or yearliet of the licibility of the insured, the Company shall properly be incomply pay the insured as the insured shall pay, or be required to pay, his amounts of any losses folling within the terms or limits of this insurance. All losses appeared under this policy shall be due and provide by the Company within 30 days after they are respectively claimed and proof of loss filled with the Company attending the conformity with this policy. Bushruptey or insofrency of assured shall not relieve the Company of any of its obligations

A. Fagment of Expenses, Loss expenses and legal expenses, includ-ing court costs and interest, if any, which may be incurred by the

insured with the consent of the Company in the adjustment or delense of claims, stills or proceedings shall be borne by the Company and the Insured in the proportion that each party's share of least born to the total amount of said tors. Loss expense herounder shall not include salaries and expense of the Insured's employeed incurred in investigation, adjustment and liligation.

spend. In the event the Insured or my underlying insurer elects not to appead a judgment in excess of the comount of the underlying insurance, the Company may elect to appead at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate not loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

incidental to such appeal,

6. Subroguism. In the event of any payment of this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever size is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. The Insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be appositioned in the ratio, of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall be apposited.

7. Premium. The premium for this policy shell be computed upon the bests stated in the Declarations. The advance premium stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company if less, the Company shall return to the Named Insured the unsamed portion, subject to the annual minutum premium stated in the Declarations for each twelve months of the policy period, and subject turther to the policy minimum premium as stated in the Declarations.

as since in me recommons.

8. Cancellation. This policy may be cancelled by either party than 30 days notice in writing to the other stating the data cancellation shall be effective. If cancellation is at the request of the function calculation of premium shall be not shall be an entirely and it cancelled by the Company, adjustment shall be not shall be updated by the company, adjustment shall be not stated to the transfer of the company, adjustment of the party of the function of the first policy shall cause to the company in the without notice to the insured Notice shall be not a small party of the first policy of the first policy of the first policy to the first policy of the first policy to the insured at the address shown in the party of the first policy of the first pol

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)- -'

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under of nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwitters or Nuclear insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability or

apon exhaustion of its limit of timbully or

(b) resulting from the hozordous properties of nuclear material
and with respect to which (1) any person or organization is
required to maintain linearied protection pursuant to the Atomic
Energy Act of 1954, or any law amendatory thereof, or (2) the
insured is, or had this policy not been issued would be, entitled to
indemnity from the United States of America, or any agency thereof,
ander any agreement entered into by the United States of America,
or any agency thereof, with any person or organization.

I. Under any Liability Coverage, to injury, sickness, disease, death is destruction resulting from the boxardous properties of nuclear naterial, if

a) the nuclear material (1) is at any nuclear lacility owned by, a operated by or on behalf of, an insued or (2) has been distingthan a or dispersed therefrom:

nuclear moterial is contained in spent luel or waste at the possessed, handled, used, processed, stored, transported lisposed of by or on behalf of an insured; or (Continued)

(c) the injury, sickness, disease, death or destruction orises out of the funishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance operation or use of any nuclear facility, but it such itselfity is located within the United States of America, its territories or possessions or Ganada, this exclusion (c) applies only to injury to or destruction of property at such nuclear locality.

Ill. As used in this endorsement:

"hazardons properties" include radioactive, toxia or explosive

"nuclear material" means source material, special nuclear material or hyproduct material;

"sourise majerial," "special nuclear majerial," and "byproduct mu-lerial" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solld or liquid, which has been used or exposed to radiation in a nuclear

"waste" means any waste material (1) containing byproduct ma-tarial and (2) resulting from the operation by any person or organization of any nuclear included within the defination of nuclear lacility under paragraph (a) or (b) thereof:

"nuclear lactify" means
(a) any nuclear reactor,
(b) any equipment or device designed or used for (1) separating

AGE TWO (Continued on Next Page)

C.I. - 00433

(Continued from Preceding Page)

the isolopes of uranium or plutenium, (2) processing or utilizing spant luck, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricaling or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235. (d) any structure, busin, excayation, premises or place prepared or used for the storage or disposed of waste,

FINAL PAGE

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

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"hardear reactor" maons any apparatus designed or used to sustain mater lission in a self-supporting chain reaction or to contain a artificial mass of lissionable material;

With respect to injury to or destruction of property, the word injury or destruction includes all forms of radioactive contamination of property.

in witness whereof, firemans fund insurance company has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly cultivized Agent of the Company.

C.I. - 00434

End't. #1

Architects, Engineers or Surveyors-Professional Liability Exclusion

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications and
- (B) supervisory, inspection or engineering services.

Accepted:

Named	Insured	or Executive	Officer

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